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LYNCHBURG & RIVERMONT STREET RAILWAY CO. v. DAMERON AND OTHERS.—Decided at Richmond, January 27, 1898. *Buchanan, J.* Absent, *Cardwell, J.*:

1. CHANCERY JURISDICTION—*Suit by one or more taxpayers to enjoin municipal corporation from levying illegal tax, or incurring an unauthorized debt.* Courts of equity have jurisdiction, on the application of one or more taxpayers of a municipal corporation, suing for the benefit of themselves and all others similarly situated, to enjoin the corporation and its officers from levying and collecting an unauthorized tax, or creating an unauthorized debt. It is immaterial whether the debt was wholly unauthorized, or authorized only upon conditions which have not been complied with, or that the securities for it would be void in the hands of an innocent holder.

2. MUNICIPAL CORPORATIONS—*Power to become surety, guarantor or endorser—Limit of powers.* The power conferred on a city to acquire suitable works and machinery for the generation of electricity for the use of the city and its inhabitants, and to do all things necessary or proper to carry into effect the powers conferred, does not authorize the city to guarantee the bonds of another corporation, in which it has no interest, to enable it to furnish electric lights to the city and its inhabitants. The powers of municipal corporations are limited to those granted in express terms, those necessarily or fairly implied in or incident to the powers expressly granted, and those essential to the declared objects and purposes of the corporation—not simply convenient, but indispensable. The right to become surety, guarantor, or endorser for another is not within any of these limitations. It is immaterial that the city is protected from loss as such surety, guarantor, or endorser.

ÆTNA LIFE INSURANCE CO. v. RAGSDALE'S ADM'R.—Decided at Richmond, February 3, 1898. *Harrison, J.* Absent, *Cardwell, J.*:

1. INSURANCE—*Payment of premium—Extension of time—Forfeiture—Case at bar.* A letter from an insurance company in reply to a request from the assured, agreeing to grant an extension of time of payment of the premium on a policy upon the execution and return before the policy lapsed of an extension note enclosed in the letter, is not of itself a completed contract, binding the company to grant the extension without the execution and return of the note. In the case at bar the insured has not been misled to his injury by the insurer. The insured forfeited his policy by his own negligence, and the forfeiture has not been waived by the company.

SUPREME LODGE KNIGHTS OF HONOR v. OETERS.—Decided at Richmond, February 10, 1898. *Riely, J.* Absent, *Cardwell, J.*:

1. BENEFIT SOCIETIES—*Case at bar.* Upon the evidence in the case at bar it appears that the member of a benefit society was duly suspended at the time of his death for non-payment of assessments, and there can, therefore, be no recovery on the certificate on his life which was payable only on his being in good standing at the time of his death.

2. BENEFIT SOCIETIES—*Forfeiture—Waiver—Notice.* The forfeiture of a cer-

tificate in a benefit society is not waived by the fact that the financial reporter of a subordinate lodge is in the habit of receiving payment of assessments after the end of the month for which they are levied and within which they are payable under the penalty of suspension and a forfeiture of the benefit certificate, when there is no evidence that the supreme lodge, which is sued on the certificate, is aware of such habit.

3. **BENEFIT SOCIETIES**—*Payment of assessments—Forfeiture—Waiver.* Where the arrears for which a member of a benefit society stands suspended, and his benefit certificate forfeited, have not been paid at the time of his death, no waiver of the forfeiture can be implied from the fact that the local treasurer had previously been in the habit of receiving payment of such arrears after the dates at which they were payable.

JORDAN & OTHERS v. LIGGAN & OTHERS.—Decided at Richmond, February 10, 1898.—*Keith, P.* Absent, *Cardwell, J.*

1. **CHANCERY PLEADING**—*Multifariousness—Fraud.* No general rule can be laid down as to what constitutes multifariousness. In cases involving the question of fraud great latitude is allowed both as to the circumstances charged and the parties impleaded, provided one connected scheme of fraud be averred. If justice can be conveniently administered by the mode of proceeding adopted the objection of multifariousness will not lie unless it is so injurious to one party as to render it inequitable and unjust to accomplish the general good at his expense.

2. **CHANCERY PLEADING**—*Multifariousness—Fraudulent conveyances.* A bill is not obnoxious to the objection of multifariousness which charges that a deed of trust which it assails confers on the trustee powers inconsistent with his duty to the creditors secured, and adequate to defeat the trust, and also charges that one of the debts secured is fraudulent, narrating the circumstances which lead up to the latter charge. The narrative is surplusage.

3. **CHANCERY PLEADING**—*Multifariousness—Several causes of action—Causes not sufficiently stated.* In order that a bill may be multifarious as presenting several causes of action it is necessary not only that the different grounds must be wholly distinct, but each must be sufficient as stated in the bill. If either is, for any reason, insufficient it will be treated as a nullity and the court may proceed to act on the ground sufficiently stated.

4. **FRAUD**—*How charged—How proved.* Fraud must be alleged, as well as proved. It cannot be stated argumentatively. The charge must be direct, and the proof clear.

DULANEY v. WILLIS AND OTHERS.—Decided at Richmond, February 10, 1898. *Harrison, J.* Absent, *Cardwell, J.*

1. **TRUST DEED**—*Name of trustee omitted—Equitable mortgage.* A deed of trust on real estate to secure creditors, in which the name of the trustee is left blank, is an equitable mortgage, and may be enforced as such, for the benefit of the creditors secured. Whatever may be the form of a contract, if it is intended thereby to create a security, it is an equitable mortgage, and enforced on the principle that equity treats that as done which, by agreement, is to be done.